



Environmental Trade Fair & Conference

Exhibitor Terms and Conditions 2013

A. Objectives of the Trade Show

To provide a unique educational framework for the dissemination of environmental education, innovative technology, and with the primary purpose of exchanging information directed at environmental issues in Texas.

B. Character of Exhibit

It is understood and agreed by each exhibitor that the Trade Show is undertaken by the Texas Commission on Environmental Quality (TCEQ) primarily for the education of environmental professionals. To this end, each exhibitor agrees to the following:

1. To exhibit only products manufactured or distributed by the exhibitor in the regular course of its business, comprising materials, equipment, apparatus, systems, services, and other component products and/or services pertinent to the environmental arena.
2. To display such products or services in a manner which is intended to describe and depict the advantages of using such products or services.
3. That due to the great number of companies exhibiting similar or related product lines, TCEQ cannot guarantee that a company exhibiting similar products or services (including an exhibitor's competitor) will not be located in a nearby or adjoining booth space.
4. That this document becomes a binding contract upon issuance of the confirmation of the booth number.
5. All exhibitors and their representatives must register and they must display an official conference badge at all times during exhibit hours.

C. Exhibit Regulation

Note: In order to provide a well-balanced, well-regulated, attractive, and successful Exhibit Hall, TCEQ reserves the right to enforce strict compliance with these Terms and Conditions.

1. The Exhibitor Services Kit provided by the exhibitor service provider includes the [International Association of Exhibits and Events \(IAEE\) Guidelines for Display Rules & Regulations](#). Any Austin Convention Center guidelines as well as the guidelines set forth in this document shall be followed for the TCEQ Environmental Trade Fair & Conference.
2. Subletting Space: No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted to it. Nor shall any exhibitor exhibit therein any other goods, apparatus, material or service that is not manufactured or distributed by the exhibitor in the regular course of its business or allow any other person or party to do so.
3. Covered Exhibit booths are not allowed at the Environmental Trade Fair and Conference.
4. Multi-Level and Two-Story booths are not allowed at the Environmental Trade Fair and Conference.
5. Fog and Smoke Machines are not allowed at the Environmental Trade Fair and Conference.
6. Complete details regarding the installation and removal of exhibits are included in the Exhibitor Service Kit. No exhibits may leave the building at any time after installation until the final course of the Environmental Trade Fair and Conference ends except in an emergency situation that might cause bodily harm to people in the vicinity or special permission to vacate early has been obtained in writing from TCEQ.
7. Balloons: All helium balloons and small individual balloons are prohibited.
8. Hazardous Chemicals and Materials – Hazardous chemicals and materials are not permitted in the facility without prior written approval of the Austin Convention Center.
9. Open Flames – Open flames are not permitted in the facility at any time.
10. Smoking – The ACC is a smoke-free facility. Smoking is allowed in the following designated areas only:
 - a. The only onsite approved smoking area for staff is a sheltered enclosure in the northeast corner of the service yard.

- b. Public smoking is only permitted outside the facility and not allowed within fifty (50 ft.) feet of the facility.
 - c. Exhibit personnel are not allowed dock access during show hours for the purposes of smoking.
11. Vehicles – All vehicles, boats and equipment containing fuel must meet and comply with the following requirements before entry into the facility:
- a. There is to be no more than five (5) gallons of fuel or $\frac{1}{4}$ the capacity of the fuel tank, whichever is less.
 - b. Fuel tanks are to be locked and all portable tanks removed. Locking the vehicle will be sufficient for cars in which the gas cap cover can only be detached from inside the vehicle.
 - c. Ignition keys are to be removed and provided to TCEQ/ACC Security.
 - d. Vehicles, boats and similar exhibited products with more than hundred square feet (100 sq. ft.) of roofed area must have a smoke detector.
 - e. The use or movement of all vehicles or trailers must be coordinated with, Joe Briseno <events@tceq.texas.gov> or call 512-239-3143 no later than March 25, 2013 and are limited to designated areas.
12. Wireless Communication Devices: Exhibitors are prohibited from using, any wireless communications device in a manner that will cause interference with the Convention Center's wireless systems, or with the use of wireless communications devices by others.
13. Hospitality Functions: TCEQ has not reserved any areas for hospitality functions. Hospitality Functions are not allowed in the exhibit hall. Exhibitors who wish to sponsor receptions, banquets, special presentations, or other such hospitality events shall coordinate them directly with the sponsoring hotels and other appropriate sites.
14. Companies that "no show", begin to break down their exhibits or leave before the specified date and time (except with written approval of TCEQ) will not be allowed to exhibit at the next Environmental Trade Fair and Conference except under sole discretion of TCEQ. Exhibitors who fail to move in by the end of the scheduled move in time are subject to the loss of their exhibit space without a refund. TCEQ or it's registration contractor may reassign the space to another vendor or use the space for other purposes.
15. Storage and Materials Handling: Exhibitors must coordinate storage requirements with the exhibitor service provider. Do not send materials directly to the convention center.

16. Exhibitor Services Kit provides information on the exhibitor package that is provided by TCEQ as well as the Exhibit Hall Schedule.
17. Volume/Light Control: TCEQ reserves the right to regulate the volume or intensity of any and all loudspeakers, radios, television sets, musical instruments, entertainers, or blinking or flashing lights which are distracting to the attendees or neighboring exhibits during exhibit hours.
18. Exhibitor Conduct: Exhibitors can distribute literature, etc. from booth(s) and staff them with personnel of their choice. Exhibitors must remain within their own space while distributing literature, product samples or other materials. Strolling and other mobile entertainment is prohibited. Exhibit personnel inappropriately dressed will be asked to leave the premises.
19. Discrimination and Harassment: Exhibitor agrees that any form of discrimination or harassment by Exhibit personnel on the basis of a person's sex (including pregnancy), race, color, religion, national origin, disability, age, sexual orientation, veteran status, genetic information, or other status protected by law will not be tolerated at the Trade Fair. Conduct that is discriminatory or offensive to a reasonable person is inappropriate at the Trade Fair and violates this policy, even if it does not meet the legal definition of unlawful misconduct. Exhibit personnel in violation of this policy must leave the premises immediately.

20. **Americans with Disabilities Act Requirements:**

The TCEQ is committed to compliance with laws regarding accessibility. If you need assistance in accessing any of our programs or presentations, please contact the TCEQ at 512-239-3143. If you need an accommodation during this event, we ask that you contact us at least three weeks prior to ensure we have sufficient time to meet your request.

Exhibitor agrees to comply with applicable requirements of the Americans with Disabilities Act and its regulations and guidelines (collectively, the "ADA") and agrees to indemnify, defend, and hold harmless the TCEQ, its directors, employees, and commissioners from and against all claims that may be filed or otherwise pursued on the basis of the exhibitor's alleged noncompliance with ADA requirements.

21. The Austin Convention Center (ACC) Department maintains the exclusive right to provide all food and beverages for the

Facility. Outside food or drinks are not allowed in the facility. Sample size food and beverage items as a giveaway require approval by Levy Restaurants. Exhibitors or other participants may not bring food or beverages into the Facilities without permission from Levy Restaurants. Information on the food and beverage services offered by Levy Restaurants is available in the Exhibitor Services Kit. Exhibitors who receive permission from Levy Restaurants will be fully responsible for any and all liabilities that may result from the consumption of food and beverages. Levy Restaurants can be contacted at 512.404.4140.

22. No children are allowed in exhibit hall during setup or tear down hours.
23. Exhibitor agrees (to the extent permitted by law) to indemnify, defend, and hold harmless TCEQ, its officers, directors, members, employees, and commissioners from any and all liability, claims, or expenses of any kind whatsoever, including legal fees and costs, that arise from the exhibitor's **activities on the premises of the ACC during any setup, the event itself, and removal of equipment following the event**. Exhibitor agrees it is responsible for damages to any portion or portions of the facility that occur as a result of their displays, equipment, or the actions or failure to act of their personnel.

As a representative of my company, I accept the Terms & Conditions listed above and all the ACC Operational Policy requirements (located at http://www.austinconventioncenter.com/planning/P&P_revised8.26.11.pdf). Acceptance of all the requirements is a condition to exhibit at the TCEQ Environmental Trade Fair & Conference. **In the event of a conflict between one or more terms of the Exhibitor Terms and Conditions, and/or the ACC Operation Policy requirements, the TCEQ Project Manager shall have the authority to resolve the conflict in the best interests of the state.**